

DRAFT

ATTACHMENT A

SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE PERMIT

(Permit #)

**THIS REVOCABLE PERMIT** (this "Permit") dated for reference purposes only as of May 7, 2004 is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**PUC**"), and the **City of Sunnyvale**, a municipal corporation ("**Permittee**").

City and Permittee agree as follows:

1. **License.** City confers to Permittee a revocable, personal, non-exclusive and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in Exhibit A attached hereto (the "**Permit Area**"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. The Permit Area is shown generally on the Drawing attached hereto as Exhibit B. This Permit gives Permittee a license only and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws.

THE PRIVILEGE GIVEN TO PERMITTEE UNDER THIS PERMIT IS EFFECTIVE ONLY INSOFAR AS THE RIGHTS OF CITY IN THE PERMIT AREA ARE CONCERNED, AND PERMITTEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE PERMIT AREA. WITHOUT LIMITING THE FOREGOING, THIS PERMIT IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED DATED JUNE 15, 1950, AND RECORDED IN BOOK 1998, PAGE 64 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE PERMIT AREA, A COPY OF WHICH IS ATTACHED TO THIS PERMIT AS EXHIBIT C (THE DEED), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE PERMIT AREA (COLLECTIVELY, WITH THE DEED, THE RECORDED DOCUMENTS). PERMITTEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE PERMIT AREA, INCLUDING ANY APPROVALS, PERMITS, CONSENTS OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. PERMITTEE COVENANTS AND AGREES, FOR THE BENEFIT OF CITY, THAT PERMITTEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY PERMITTEE ON THE PERMIT AREA PURSUANT TO THIS PERMIT, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE PERMIT AREA FOR PERMITTEE'S INTENDED WORK OR FACILITIES, THE IMPACT OF

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ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON PERMITTEE'S RIGHTS UNDER THIS PERMIT, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS PERMIT.

2. **Use of Permit Area.**

(a) **Permitted Acts.** Permittee may enter and use the Permit Area for the sole purpose of constructing a pedestrian/bicycle bridge and ramp structures as part of a public pedestrian/bicycle trail in strict accordance with Section 3(a) hereof, and for no other purpose whatsoever.

(b) **Subject to City Uses.** Permittee is aware that the Permit Area constitutes a portion of City's water pipeline delivery system. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities hereunder shall be subject and subordinate at all times to City's existing and future use of the Permit Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Permittee's property and/or improvements resulting from any pipeline break or from any pipeline repair or maintenance activities. Permittee shall, at City's request, immediately remove any property or improvements on the Permit Area to allow City access to the pipelines. In the event City deems it necessary, in City's sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning same to its prior condition.

3. **Installation of Facilities.** Permittee may install certain facilities consisting of a pedestrian/bicycle bridge with ramp structures as part of a public pedestrian/bicycle trail on the Permit Area only upon satisfaction of the following conditions, which are for the sole benefit of City:

(a) **Approval of Plans and Specifications.** Permittee shall install the permitted facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by PUC and attached hereto as Exhibit D. The plans and specifications may be revised or amended only with prior written approval of PUC after PUC'S Bureau of System Planning for Environmental Compliance has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) **Permits and Approvals.** Before beginning any work in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence, complete and maintain the permitted work. Promptly upon receipt of such approvals, Permittee shall deliver copies of them to PUC. Permittee recognizes and agrees that no approval by PUC for purposes of Permittee's work hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals, at Permittee's sole cost.

(c) **Exercise of Due Care.** Permittee shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage or harm to City's water pipelines or other property and to native vegetation and natural attributes of the Permit Area and to minimize slope erosion. Permittee shall not disturb the surface of the Permit Area or perform any excavation work without the prior written approval of City, which City may withhold in its sole discretion. City shall have the right to condition

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and/or oversee any permitted excavation work. Permittee shall mark, at its own expense, the location of the City's water transmission mains within the Permit Area and shall not use any pick, plow or other sharp tool to remove the two feet of soil around the transmission mains, provided that Permittee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Permit. Permittee shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Permittee, at its own expense, to the satisfaction of City prior to backfilling; provided, City may elect, in its sole discretion, to make any necessary repairs itself, at Permittee's sole cost, by notifying Permittee of such fact. Upon completion of the repairs, City shall send to Permittee a bill therefor which Permittee shall pay within thirty (30) days following receipt. Under no circumstances shall Permittee damage, harm or take any rare, threatened or endangered species on or about the Permit Area.

(d) **Cooperation with Public Utilities Commission.** Permittee and its Agents shall work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the Permit Area and to avoid disruption (even if temporary) of City facilities, in, under, on or about the Permit Area and City uses thereof.

(e) **Heavy Equipment.** Permittee shall not use any heavy construction equipment over or about City's pipelines, except as otherwise expressly allowed in Section 4(i) hereof.

(f) **Work Schedule.** Permittee must begin installation work, if at all, within ninety (90) days after the commencement of the term of this Permit. At least five (5) days prior to the commencement of any work on the Permit Area, Permittee shall notify Mr. Ben Ayala, Construction Inspector, at (415) 872-5908, of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by PUC, the Construction Inspector shall have the right to require Permittee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. to 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the PUC at least forty-eight (48) hours prior to commencing such work. In connection with such approval, City shall have the right to charge Permittee additional inspection fees payable prior to PUC's approval of the request.

(g) **Restoration of Permit Area.** Immediately following completion of any work permitted hereunder, Permittee shall remove all debris and any excess dirt and shall restore the Permit Area to its condition immediately prior to Permittee's work hereunder, to the satisfaction of City. Permittee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City.

(h) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work in the Permit Area, Permittee shall measure the depth of City's pipelines located in the Permit Area and shall forward such information to City. Permittee shall install above-ground markers identifying the location of any underground facilities installed pursuant to this Permit. The location, type and installation of markers and identifying information on the markers shall be subject to the prior written approval of PUC.

(i) **As-Built Drawings/Reports.** Promptly upon completion of the installation of the facilities, Permittee shall furnish PUC with two (2) complete copies of final as-built drawings for the facilities, which drawings shall include sufficient detail so as to allow City to precisely locate the

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facilities. In the event that Permittee or its agents or consultants prepares any environmental, seismic, geophysical or other written report relating to the Permit Area and/or any work performed thereon, Permittee shall furnish to City a complete copy of such report, including any schedules, exhibits and maps, promptly upon completion of the same.

(j) **Responsibility for Maintenance of Facilities.** Permittee shall be solely responsible for repairing and maintaining all facilities placed in or on the Permit Area pursuant hereto in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the Permit Area or any such facilities therein. Permittee shall notify City in writing not less than five (5) days before performing any repair or maintenance work in the Permit Area, except in the case of an emergency wherein Permittee shall notify City telephonically and in writing as soon as reasonably possible.

(k) **Revocability.** Permittee acknowledges and agrees that the installation of the facilities permitted hereunder, regardless of cost, shall not in any way whatsoever limit City's right to revoke this Permit pursuant to the terms hereof or any of City's other rights hereunder.

(l) **Contractors.** Permittee shall not accept and release its contractor for work authorized or required by this Permit before securing the PUC's written approval.

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to Permittee's facilities and operations hereunder as City may determine are necessary or appropriate, in City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and related facilities. Permittee shall immediately comply with all such rules and regulations upon receipt of a copy thereof.

4. **Restrictions on Use.** Permittee agrees that, by way of example only and without limitation, the following uses of the Permit Area by Permittee, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Improvements.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures or improvements in, on, under or about the Permit Area, nor shall Permittee make any alterations or additions to any of existing structures or improvements on the Permit Area, unless Permittee first obtains PUC's prior written consent, which PUC may give or withhold in its sole and absolute discretion. For purposes hereof, asphalt, concrete and cementitious concrete driveways, sidewalks and parking areas, shacks and storage facilities, and fences shall be deemed improvements.

(b) **Trees and Other Plantings.** Permittee shall not plant any trees or other vegetation in or on the Permit Area, except as otherwise expressly provided herein.

(c) **Dumping.** Permittee shall not cause or permit the dumping or other disposal in, on, under or about the Permit Area of landfill, refuse, Hazardous Material (as defined below) or any other materials, including but not limited to materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below)

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to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Permit Area, or transported to, from or over the Permit Area. Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Permit Area. Permittee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, A Laws) requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In the event that Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to City and in accordance with all Laws and using the highest and best technology available, promptly return the Permit Area to the condition immediately prior to the release. In connection therewith, Permittee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy and procedure. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Permittee from traversing to, from and across the Permit Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area.

(e) **Nuisances.** Permittee shall not conduct any activities in, on, under or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) **Damage.** Permittee shall not do anything in, on, under or about the Permit Area that could cause damage or interference to any pipelines or other property located in, on, under or about the Permit Area.

(g) **Use of Adjoining Land.** Permittee acknowledges that the privilege given under this Permit shall be limited strictly to the Permit Area. Permittee shall not traverse over or otherwise use any adjoining lands of City.

(h) **Ponding; Water Courses.** Permittee shall not cause any ponding on the Permit Area or any flooding on adjacent land. Permittee shall not engage in any activity that causes any change, disturbance, fill, alteration or impairment to the bed, bank or channel of any natural water course, wetland, or other body of water on, in, under or about the Permit Area, nor shall Permittee engage in any activity

that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(i) **Heavy Equipment and Vehicles.** To prevent damage to City's underground pipelines, Permittee's use of vehicles and equipment within twenty feet (20') of each side of the centerline of City's pipelines (measured on the surface) shall be subject to the following restrictions:

(i) The depth of soil cover over the tops of City's pipelines must be at least three feet (3') for steel cylinder pipe and four feet (4') for reinforced pre-stressed concrete cylinder pipe to accommodate the loading as defined below in Item (ii). If any equipment with axle loading exceeds the loads stated in Item (ii) below or if the depth of soil cover is less than stated above, Permittee shall submit to PUC for review and approval, in PUC's sole discretion, engineering calculations prepared by a licensed Professional Engineer showing that City's pipelines will not be adversely affected by Permittee's proposed activities. In the event that City's pipelines may be adversely affected, Permittee shall submit remedial measures for City's approval to ensure that no adverse effect will occur.

(ii) The effects of vehicle and equipment loads to the pipe must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Permittee shall be responsible to provide PUC adequate evidence that its equipment and vehicles meet the foregoing requirements.

(iii) Permittee shall not use vibrating compaction equipment without PUC's prior written approval, which approval may be withheld in PUC's sole discretion.

(iv) If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in (i) above, unless an alternate method is approved by PUC in writing, all excavation and grading over the pipeline shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of the pipeline (measured on the surface), Permittee shall submit a written proposal together with all supporting calculations and data to PUC for review and approval. In any case, the two feet (2') of soil around the pipeline shall be removed manually or by other methods approved by PUC with due care as provided in Section 3(c).

## 5. **Permit Fee(s).**

(a) Permittee shall pay to City a one-time non-refundable permit fee in the amount of One Thousand Dollars (\$1,000.00) to cover City's processing, inspection and other administrative costs. In addition, beginning on the date on which the term of this Permit commences, Permittee shall pay to City a fee in the amount of Thirty Thousand Dollars (\$30,000.00) in consideration of Permittee's use of the Permit Area. Such fees are payable at such time as Permittee signs and delivers this Permit to City. Payment shall be made by good check payable to the City and County of San Francisco and delivered to City in care of the Director of the Bureau of Commercial Land Management of the San Francisco Public Utilities Commission at the address for notices to City specified in Section 29 hereof or such other place as City may designate in writing.

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6. **Term of Permit.** The privilege conferred to Permittee pursuant to this Permit shall commence on the date on which this Permit is executed and delivered by City following PUC authorization and approval and the receipt of all fees and security required to be provided hereunder (the "Commencement Date"), and shall immediately expire upon written notice from City revoking this Permit. City may at its sole option freely revoke this Permit at any time without cause or liability, and without any obligation to pay any consideration to Permittee or return to Permittee any part of the permit fee or, if applicable, the user fee. City agrees it shall not exercise this right in an arbitrary or capricious manner. Upon any such revocation, Permittee will immediately surrender the Permit Area in the condition required hereunder.

7. **Security for Performance.** N/A

8. **Insurance.**

(a) Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area insurance as follows: (i) General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, Products Liability and Completed Operations; (ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable and (iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident. In lieu of the foregoing insurance, Permittee can elect to self-insure by providing City adequate evidence of its self-insurance program. If Permittee elects to self-insure, Permittee shall give PUC written notice of any significant change in or the depletion of its self-insurance fund.

(b) All liability policies required hereunder shall provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission and its officers, agents and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought, and (iii) include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Permittee's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(c) All policies shall be endorsed to provide thirty (30) days prior written notice to City of cancellation, non-renewal or reduction in coverage.

(d) Prior to the commencement date of this Permit, Permittee shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Permittee, and the cost thereof shall be paid to City within five (5) days after delivery to

Permittee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

(g) Upon City's request, Permittee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee hereunder to conform to such general commercial practice.

(h) Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, without notice to Permittee, upon the lapse of any required insurance coverage. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

9. **Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) and all covenants, restrictions and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by City for purposes of this Permit shall be deemed to constitute approval of any federal, state, City or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way City's exercise of its police powers.

10. **Covenant to Maintain Permit Area.** In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Permit Area may be affected by Permittee's activities hereunder.

11. **Monuments.**

(a) Permittee by signing this Permit acknowledges that the monuments shown on Exhibit B

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attached hereto, if any, are in place and in good condition. During the installation of any permitted facilities hereunder and at all times during Permittee's use of the Permit Area, Permittee shall protect and safeguard City's monuments. Permittee shall promptly notify City in the event Permittee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Permittee damages a monument necessitating resurvey, repair or replacement, as determined by City in its sole discretion, Permittee shall, at Permittee's expense, survey, file a land surveyor's map in the County Office and install a replacement monument within thirty (30) days of completion of work authorized under this Permit, all to the satisfaction of the City. A recorded surveyor's map shall be furnished by Permittee to the PUC for its records.

(c) During the term of this Permit, City may replace missing monuments or install new monuments. When missing monuments are replaced or new monuments installed by the City, the City shall give Permittee written notice thereof. Upon deposit of such notice in the U.S. mail by City, postage prepaid, Permittee shall assume the protection and replacement responsibilities set forth herein.

12. **Removal or Alteration of Facilities.** Without limiting City's rights hereunder, Permittee shall promptly, at City's written request, alter or remove at its sole expense any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee, as may be necessary to avoid any actual or potential interference with any of City's pipelines, power lines, facilities or other structures now or later constructed, or with the maintenance thereof or with any other operations or land uses by City. In the request, City shall have the right to specify reasonable time limits for completion of the work. If after such written notice Permittee fails to complete the requested work within the prescribed time limits, City shall have the right to perform the requested work and charge Permittee all costs and expenses incurred by City in performing the work. Such amount shall be due and payable upon City's demand. In the event of an emergency City may, at its sole option and without notice, alter, remove or protect at Permittee's sole expense, any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee. The owner of such utility facilities shall, upon written or oral notice by City that an emergency exists, take immediate action at its sole expense to protect, remove or relocate such facilities as required by City to meet the emergency.

13. **Signs.** Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object in, on, or about the Permit Area without PUC's prior written consent, which PUC may withhold in its sole discretion; provided, however, Permittee may place in the Permit Area a temporary sign of less than thirty (30) days duration that is necessary for Permittee's construction use and which does not extend below the ground surface without PUC's prior written consent.

14. **Surrender.** Upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area in the same condition as received, and broom clean, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Permit Area and any signs and, upon City's request, other structures or improvements]permitted hereunder, and shall repair, at its cost, any damage to the Permit Area caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

15. **Repair of Damage.** If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged or threatened by any of the activities conducted by Permittee or anyone acting by or through Permittee hereunder, Permittee shall immediately, at its sole cost, notify City by facsimile of

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such damage or threat. City may, but shall not be obligated, to remedy such damage or threat at Permittee's sole cost, or City may elect to witness Permittee's repair work. In the event City elects not to remedy such damage or threat, Permittee shall repair any and all such damage and restore the Permit Area or property to its previous condition subject to City's inspection, review and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Permit Area. Permittee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Permittee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder; provided, Permittee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Permit Area.

**16. City's Right to Cure Defaults by Permittee.** If Permittee fails to perform any of its obligations under this Permit to restore the Permit Area, remove or alter facilities or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Permit, and nothing herein shall imply any duty of City to do any act that Permittee is obligated to perform. Permittee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys', experts and consultants fees, in remedying or attempting to remedy such default. Permittee's obligations under this Section shall survive the termination of this Permit.

**17. No Costs to City.** Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

**18. Indemnity.** Permittee shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("**Claims**"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee, its officers, directors, members, employees, agents, consultants, contractors or subcontractors (collectively, "**Agents**"), its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, (c) the use of the Permit Area or any activities conducted thereon by Permittee, its Agents or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents or Invitees, on, in, under or about the Permit Area, any improvements or into the environment, or (e) any failure by Permittee to faithfully observe or perform any terms, covenants or conditions of the Recorded Documents to the extent that such terms, covenants or conditions relate to or are triggered by the work to be performed or the facilities to be installed pursuant to this Permit; except solely to the extent of Claims resulting directly from the willful misconduct of City or City's authorized representatives. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. The foregoing indemnity shall include, without limitation,

## ATTACHMENT A

reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

**19. Waiver of Claims.**

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

(b) Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that City exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) Permittee expressly acknowledges and agrees that the fees payable hereunder do not take into account any potential liability of City for any consequential or incidental damages including, but not limited to, lost profits, and arising out of disruption to the facilities or Permittee's uses hereunder. City would not be willing to give this Permit in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including without limitation, lost profits) and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Permittee

## ATTACHMENT A

pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agent.

(e) As part of Permittee's agreement to accept the Permit Area in its "As Is" condition as provided below, and without limiting such agreement, Permittee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its Agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Permit Area and any related improvements or any law or regulation applicable thereto or the suitability of the Permit Area for Permittee's intended use.

(f) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Permittee acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

20. **As Is Condition of Permit Area; Disclaimer of Representations.** Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, and subject to all applicable laws, rules and ordinances governing the use of the Permit Area. Without limiting the foregoing, this Permit is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

21. **No Assignment.** This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey or otherwise transfer this Permit shall be null and void and cause the immediate termination and revocation of this Permit.

22. **Cessation of Use.** Permittee will not terminate its activities on the Permit Area pursuant hereto without prior written notice to City.

23. **No Joint Ventures or Partnership; No Authorization.** This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a state actor with respect to any activity conducted by Permittee on, in, under or around the Permit Area. The giving of this Permit by City does not constitute

authorization or approval by City of any activity conducted by Permittee on, in, around or relating to the Permit Area.

24. **MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

25. **Non-Discrimination in City Contracts and Benefits Ordinance.**

(a) **Covenant Not to Discriminate.** In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

26. **Requiring Health Benefits for Covered Employees** Intentionally Omitted

27. **Tropical Hardwoods and Virgin Redwoods.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood, or virgin redwood product.

28. **Taxes, Assessments, Licenses, Permit Fees and Liens.**

(a) Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further recognizes and understands that any transfer or assignment permitted under this Permit and any exercise of any option to renew or extend this Permit may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Permittee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Permittee agrees not to allow or suffer a lien for any such taxes or charges to be imposed upon the Permit Area or upon any equipment or property located thereon without promptly discharging the same, provided that Permittee, if so desiring, may have reasonable opportunity to contest the validity

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ATTACHMENT A

of the same by paying under protest or posting adequate (in City's sole discretion) security during any such contest.

29. **Notices.** Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefor, with postage prepaid, addressed as follows (or such alternative address as may be provided in writing):

**City or PUC:** Bureau of Commercial Land Management  
Public Utilities Commission  
1155 Market St., 4th Flr.  
San Francisco, CA 94103  
Attn: Director

**Permittee:** City of Sunnyvale  
P.O. Box 3707  
Sunnyvale, CA 94088-3707

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

30. **No Tobacco Advertising.** Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

31. **Pesticide Prohibition.** Permittee shall comply with the provisions of Section 30.3 of Chapter 3 of the San Francisco Environment Code (the Pesticide Ordinance) which (i) prohibit the use of certain pesticides on City property, and (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Permittee to submit to the PUC an integrated pest management (IPM) plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (b) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

32. **Conflict of Interest.** Permittee states that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code and

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ATTACHMENT A

Sections 87000 et seq. and Sections 1090 et seq. of the Government Code of the State of California and certifies that it knows of no facts which would constitute a violation of such provisions and agrees that if it becomes aware of any such fact during the term of this Permit, it shall immediately notify the City.

**33. General Provisions.** (a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Permit. (c) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by City hereunder may be made in the sole and absolute discretion of City. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence in all matters relating to this Permit. (g) This Permit shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof and for purposes of the indemnifications set forth herein, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding the City's use of its own attorneys. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) Any sale or conveyance of the property

burdened by this Permit by City shall automatically revoke this Permit. (m) Notwithstanding anything to the contrary contained in this Permit, Permittee acknowledges and agrees that no officer or employee of City has authority to commit City to this Permit unless and until a resolution of City's PUC shall have been duly adopted approving this Permit and authorizing the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon enactment of such an resolution, and this Permit shall be null and void if City's PUC does not approve this Permit, in its sole discretion.

**34. Disclosure** . Permittee understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov't Code section 6250 et seq.), apply to this Permit and any and all records, information, and materials submitted to the City in connection with this Permit. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law. Permittee hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Permit.

**ATTACHMENT A**

PERMITTEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS PERMIT, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

**PERMITTEE:**

City of Sunnyvale  
a municipal corporation

By:

Name:

Its:

**CITY:**

**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation

General Manager  
Public Utilities Commission

Date:

**APPROVED AS TO FORM:**

Dennis A. Herrera  
City Attorney

By

Deputy City Attorney

**Authorized by**  
**Public Utilities Commission**

Resolution No.

Adopted

Attest

Secretary  
Public Utilities Commission

EXHIBIT A

DESCRIPTION OF PERMIT AREA

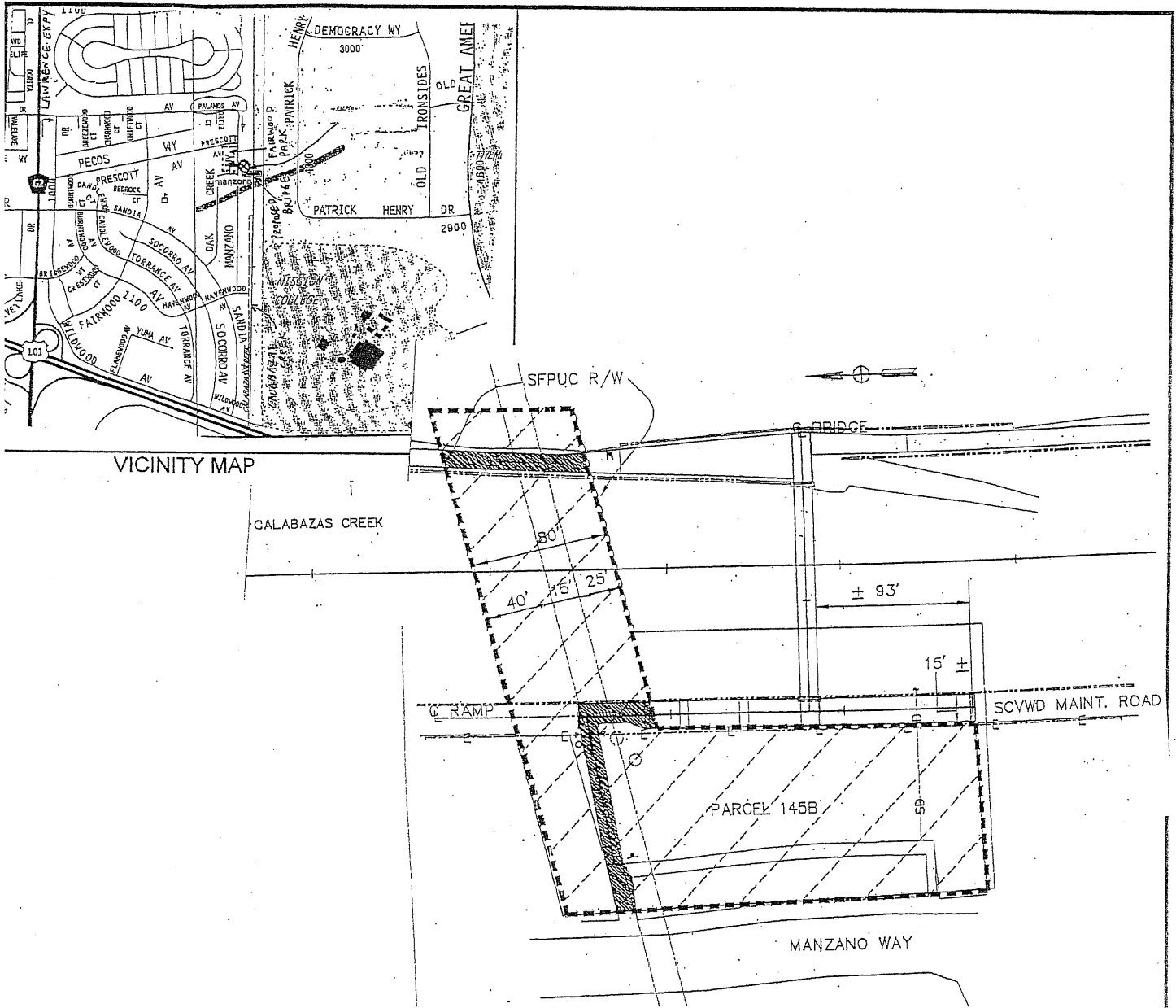
All that certain real property located in Santa Clara County, California, described as follows:

A portion of Bay Division Pipeline 3, Parcels 145, 146 and 148 according to SFPUC records and as shown on the Drawing attached hereto as Exhibit B and made a part hereof.

ATTACHMENT A

**EXHIBIT B**

**DRAWING NO.**



CITY AND COUNTY OF SAN FRANCISCO

## PUBLIC UTILITIES COMMISSION

Revocable Permit to the City of Sunnyvale

For a Pedestrian/Bicycle Trail

Parcel 145B

Santa Clara County

APPROVED	REVIEWED	DRAWN BY	SCALE	DRAWING NO.
MANAGER, LAND ENGINEERING		CHKD BY	DATE	
		REV. BY	DATE REV.	

EXHIBIT C

DEED

Parcel 145

B-524

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(No documentary stamps required)  
S.J.A. #202038D E E D

SAN JOSE ABSTRACT & TITLE INSURANCE CO., the first party,  
hereby grants to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

Parcel 1 145

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto, across that certain parcel of land conveyed by Maria Faria to San Jose Abstract & Title Insurance Co. by deed dated April 24, 1943 and recorded April 26, 1943 in Volume 1140 at page 94, Official Records, Santa Clara County, hereinafter referred to as the San Jose Abstract & Title Insurance Co. Parcel; said ~~strip of land~~ being more particularly described as COMMENCING at a point in the common boundary between the above mentioned San Jose Abstract & Title Insurance Co. Parcel and that certain parcel of land of which a one-half interest was conveyed to Mrs. Aimee L. Johnson by that certain Order and Decree of Settlement and Final Distribution of Estate of William Billings, deceased, dated February 18, 1944 and recorded February 18, 1944 in Volume 1186 at page 129, Official Records, Santa Clara County, hereinafter referred to as the Johnson Parcel; said point being distant along said common boundary north 0° 02' west 235.84 feet from the southeasterly corner of the above mentioned San Jose Abstract & Title Insurance Co. Parcel; thence, from said point of commencement, south 77° 28' west 1118.66 feet to a point in the common boundary between the above mentioned San Jose Abstract & Title Insurance Co. Parcel and that certain parcel of land conveyed by Domenico Abrate to John Schmid, et ux., by deed dated April 29, 1937 and recorded May 7, 1937 in Volume 823 at page 222, Official Records, Santa Clara County, hereinafter referred to as the Schmid Parcel, said point being distant along said common boundary south 89° 38' 50" west 1091.96 feet from the above mentioned southeasterly corner of the San Jose Abstract & Title Insurance Co. Parcel; the easterly end of said strip being the above mentioned common boundary between the San Jose Abstract & Title Insurance Co. and Johnson Parcels and the westerly end of said strip being the above mentioned common boundary between the San Jose Abstract & Title Insurance Co. and the Schmid parcels, CONTAINING 2.054 Acres.

Parcel 2 145 B

A portion of that certain parcel of land conveyed by Maria Faria to San Jose Abstract & Title Insurance Co., by deed dated April 24, 1943 and recorded April 26, 1943 in Volume 1140 at page 94, Official Records, Santa Clara County, hereinafter referred to as the San Jose Abstract & Title Insurance Co. parcel, said portion being more particularly described as COMMENCING at a point being the southeasterly corner of the above mentioned San Jose Abstract & Title Insurance Co. parcel, thence along the common boundary between the above mentioned San Jose Abstract & Title Insurance Co. parcel and that certain parcel of land

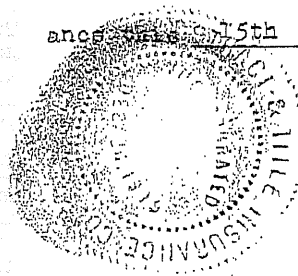
BOOK 1998 PAGE 65

conveyed by Domenico Abrate to John Schmid et ux, by deed dated April 29, 1937 and recorded May 7, 1937 in Volume 823 at page 222, Official Records, Santa Clara County, south 89° 38' 50" west 902.38 feet, thence leaving said common boundary north 77° 28' 00" east 924.33 feet to a point in the common boundary of that certain parcel of land of which a one half interest was conveyed to Mrs. Mamee L. Johnson by that certain Order and Decree of Settlement and Final distribution of Estate of William Billings deceased, dated February 18, 1944 and recorded February 18, 1944 in Volume 1186 at page 129, Official Records, Santa Clara County, and the above mentioned San Jose Abstract & Title Insurance Co., parcel, thence along said boundary south 0° 02' 00" east 194.87 feet to the point of commencement, CONTAINING 2.019 Acres.

Without warranty expressed or implied and subject to all existing encumbrances.

IN WITNESS WHEREOF, the first party has executed this convey-

ance on this 15th day of June, 1950.



SAN JOSE ABSTRACT & TITLE INSURANCE CO

By [Signature]  
President

By [Signature]  
Secretary

STATE OF CALIFORNIA

County of Santa Clara ss.

On this 15th day of June in the year one thousand nine hundred and Fifty

before me, John W. Clark, a Notary Public in and for the Santa Clara County of Santa Clara, State of California,

residing therein, duly commissioned and sworn, personally appeared L. P. Edwards and C. J. Clark

known to me to be the President and Secretary

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Santa Clara County of Santa Clara the day and year in this certificate first above written.

Notary Public in and for the Santa Clara County of Santa Clara, State of California.

Cowdery's Form No. 2B—(Acknowledgment Corporation).  
(C. C. Sec. 1190)

My Commission Expires 3/29/52



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LAND PURCHASES -- BAY DIVISION  
PIPE LINE NO. 2Resolution No. 9822  
(Series of 1950)

RESOLVED, in accordance with the written offers on file in the Office of the Director of Property and the recommendation of the Public Utilities Commission, that the City and County of San Francisco, a municipal corporation, accept deeds from the following named parties, or the legal owners, to certain parcels of land in Santa Clara County, California, required for the Bay Division Pipe Line No. 2 and that the sums set forth opposite their names be paid for said real property from Appropriation No. 80,600.06:

Frank Dymally .....	\$1,200.00
P. L. Vertodes .....	85.00
San Jose Abstract and Title Insurance Co. ....	2,289.00
Hubbard and Johnson Lumber Co. ....	450.00
J. E. Prater et ux .....	4,500.00
George R. Center et ux .....	3,470.00
Luisa Fontana .....	2,259.00

The City Attorney shall examine and approve the title of said property.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of May 7, 1950.  
JOHN R. McGRATH, Clerk.  
Approved, May 7, 1950.  
JAMES LEO HALLLEY, Acting Mayor.  
May 6-11

644174

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FILED FOR RECORD  
AT REQUEST OF

SAN JOSE ABSTRACT &amp; TITLE (MSU) PAGE 60

JUN 15 2 05 PM '50

OFFICIAL RECORDS,  
SANTA CLARA COUNTY

RECORDED

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

## CLERK'S CERTIFICATE

I, JOHN R. McGRATH, Clerk of the Board of Supervisors of the City and County of San Francisco, do hereby certify

that the annexed Resolution 9822 (Series of 1950) is a full, true and correct copy of the original thereof on file in the office of the Clerk of the Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the

official seal of the City and County this 8th day of May, 1950.



John R. McGrath  
Clerk of the Board of Supervisors, City and County of San Francisco

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ATTACHMENT A

EXHIBIT D

APPROVED PLANS AND SPECIFICATIONS

Approved plans and specifications are available by request from the Department of Public Works at 408-730-7415.

